



State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN,
YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS #CYF 17-01

DESCRIPTION

Division of Family Services

***FAMILY SERVICE SPECIALIST
(3-INDEPENDENT CONTRACTORS)***

BIDDERS' CONFERENCE: No Bidders' Conference will be held
PROPOSALS DUE: BY 2:00 PM WEDNESDAY JUNE 7, 2017

The RFP schedule is as follows:

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us by the close of business **May 30, 2017** to ensure a response prior to the proposal due date.

None **NO** bidder's conference will be held regarding this RFP.

**Wednesday,
June 7, 2017**

- by 2:00 PM
ET

Independent Contractor Proposals shall be submitted as follows:

Please submit 1 original proposal marked "ORIGINAL". Please submit 5 copies or your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be **delivered by 2:00PM ET on Wednesday, June 7, 2017.**

Proposals arriving after 2:00pm ET will not be accepted.

**PROPOSAL
DELIVERY:**

Express Courier or hand deliver the sealed bids as follows:

State of Delaware
Ryan Bolles, Grants and Contracts
1825 Faulkland Road
Wilmington, DE 19805

Although it is not recommended to ship by the US Postal Service, if this is your preferred delivery method, please address as follows:

State of Delaware
Ryan Bolles, Grants & Contracts
1825 Faulkland Road
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as
possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. Bidders should plan to be available to respond to questions from the review panel by telephone or in person, if necessary. However, proposals are expected to be able to stand alone based upon the written information submitted.

As soon as
possible

Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be announced by email.

Request for Proposals

The State of Delaware's Department of Services for Children, Youth & Their Families (DSCYF), Division of Family Services (DFS) is seeking proposals from multiple individuals to provide a continuum of services to families. Proposals are requested for county-based Family Service Specialists to provide three distinct service components: 1). Referrals and connections to community-based services, 2). Family visitation for children placed in foster care, and 3). Intact family contacts. Service needs currently exists statewide in New Castle, Kent and Sussex Counties. DFS will be selecting one contractor per county to provide all three service components for the duration of the contract period. It is anticipated that the contractual agreement with the successful bidders will begin mid-2017 and extend through September 30, 2018. There is no guarantee of continued funding beyond that period, but if funding is available the contract may be extended. The total contract award per contractor is \$60,000 per 12-month period. **Agencies are prohibited from bidding for this contract. Sole proprietor agencies are welcome to bid.**

SECTION I

BACKGROUND INFORMATION

DSCYF Overview

The Department of Services for Children, Youth and Their Families (DSCYF) has a mission to “provide leadership and advocacy for Delaware’s children.” The Department’s primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, neglect, adjudication, mental illness, or substance abuse. In order to provide the most effective services to children and their families, all services must be provided in accordance with the Department’s seven principles for implementing a seamless system of care. Those seven principles are as follows:

1. **Practice must be individualized** – Services should focus on the strengths of the child, family and community; the child and family should have a say in service decisions; there must be a constant focus on safety; the plan must be dynamic and change as the needs of those involved change; and the team must plan for and manage complicated needs/issues.
2. **Services must be appropriate in both type and duration** – Accurate assessments and screenings must be completed; best practices must be used to provide a broad array of services, services must seek natural supports to both the child and their family; and desired outcomes must be identified and monitored.
3. **Services must be child-centered and family-focused** – The child must be viewed in context and across domains; there should be an early identification of risks and needs; services should be provided in a family-like setting; and services should promote family stability and self-sustenance.
4. **Services should be community-based** – Children and families should have access to age and developmentally appropriate setting and appropriate peer contact within their own community whenever possible.
5. **Services should be culturally competent** – Service providers must take into account a family’s tradition, values and beliefs when providing services; their actions must be respectful and sensitive to the family’s culture; and agencies must reach into the community to find qualified staff.
6. **Services must be seamless within and across systems** – Service interfaces must be invisible to recipients; services providers must communicate with each other to ensure effective planning, implementing and monitoring of services; and resources and information must be shared, as necessary, to benefit the child.
7. **Teams should be developed to manage services** – Teams composed of all service providers from all levels of service should be formed to support the child; child and family choices should drive team-decision making whenever possible, with safety always assessed and maintained; team communication must be on-going and adequate; and the child should have one team and one plan whenever possible.

DFS Overview

The child welfare system was created to help every child have a safe and secure home life. In Delaware, this responsibility has been given to the Division of Family Services (DFS). Title 16, Chapter 9 of the Delaware Code gives DFS the responsibility for responding to and following up on reports regarding the safety of and risk of harm to children. DFS is responsible for:

- Responding to reports from people in the community who think that children are being abused or neglected

- Helping families solve the problems that cause abuse or neglect
- Helping children to be safe and secure
- Preventing separation of children from their families
- Working with families so their children can return home (when children have been separated from their families to be safe)
- Ensuring that children receive adequate care while they are away from their families

To accomplish these goals, DFS works with families to identify their strengths and needs. DFS then helps the family to obtain appropriate services and necessary supports.

DFS Client Population

In FY 2015, DFS received a total of 19,058 hotline reports. Of those, 8,909 were “screened in”. 7,124 were screened in for Investigation, 468 screened in for Contracted FAIR services, 312 screened in for DFS internal FAIR services. Of the 7,124 reports that were screened in for Investigation, 1,187 were Transferred to Treatment (277 in Kent, 663 in New Castle and 247 in Sussex).

Approximately 56% of the families receiving ongoing treatment services are located in New Castle County, 23% are located in Kent County, and 21% are located in Sussex County.

The Division of Family Services has identified a continuum of home-based family support services to help families resolve issues resulting in dysfunction, prevent placement of children outside of the home, and reunify children and families if out-of-home placement has occurred.

SECTION II

SERVICE DESCRIPTION

The Division of Family Services uses a Structured Decision Making system to substantiate complaints and determine the level of risk and intervention that may be warranted. DFS would like to provide a continuum of support services to help families resolve issues which place children at risk of harm and result in family dysfunction, prevent placement of children outside the home, and reunify children if out-of-home placement has occurred. The following is a summary of the services to be provided by successful bidders responding to this RFP.

COMPONENT 1: REFERRAL AND CONNECTION TO COMMUNITY BASED SERVICES

The Families and Children active with the Division of Family Services have multiple needs and often struggle to find needed resources and supports that would help reduce the level of risk to their children and provide supports needed to maintain or improve their current situation. These needs can range from simple and basic everyday needs like food and clothing; to more complex needs like afterschool programming or education and employment support. The role of the contractor would be to work with the family and their assigned caseworker to identify needed resources and then identify resources in the community that the family can utilize. The contractor will also need to communicate with the potential resources to determine eligibility and referral process and then assist the family by doing what is necessary to get them connected to the needed resources. A key component of this process is helping the family seek natural supports that are sustainable and accessible to the clients over time. The contractor will also be responsible for tracking what types of resources all clients are referred to and will be responsible for entering this information using grant-reporting system.

Under this program, it is necessary for contracted individuals to have a minimum of a Bachelor’s degree in a human services related field. However, they must be able to demonstrate proficiency in the following areas:

- Communication skills
- Interpersonal relationship techniques
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills

- Ability and willingness to testify in court proceedings

Under this program, the contractor must complete thorough documentation of all communication between themselves, the caseworker, the clients and any community resources. This information will be provided to the assigned caseworker so that it can be included in the client's actual case record. The assigned caseworker uses Structured Decision Making Assessment tools to help them determine the needs and strengths of the family; this will be shared with the contractor so that they better understand what types of services and supports a family may need. The assigned caseworker may request assistance from the contractor in identifying, referring and ensuring that a family or child is connected to a needed support resource. The contractor may also determine if the family or child has a need based on contact or communication with the child or family. They may work to identify and refer these families to services independently but should inform the assigned caseworker of such activity and ensure that this identified resource or support aligns with the assigned caseworker's plans with the family.

Successful bidders will be provided with acceptable formats for on-going case notes used to document their efforts in providing these services. Successful bidders will also be provided the reporting format required for the monthly and quarterly grant reporting requirements.

Performance Expectations

The following the areas which will be used to measure the performance of the contractors.

Child Outcome Expectation

- Safety of the children must be assessed at every contact.
- No new reoccurrence of abuse, neglect or dependency.

Process Expectations

- Families will develop natural supports within their own community.
- Successful Bidders will refer at minimum 20 clients per quarter to other victim service programs or other service supports and resources.

COMPONENT 2: VISITATION

There are times that it becomes impossible to maintain a child safely in their own home. When those circumstances arise, it is the responsibility of the Division of Family Services to remove the child from their home. It is also the responsibility of the Division of Family Services to work with the family to help them resolve the issues that resulted in the removal of the children.

Placement in foster care is a traumatic event for both the child and their family. Visitation is critical for both the well-being of the child and the success of the family. Regular and frequent parent-child visits are an essential component of reunification. According to Hess and Mintin (1992) visits between children and their families are critical for a variety of reasons:

- Frequent visitation reassures parents that the agency is not trying to keep the children from them, and that the agency is serious about maintaining family relationships.
- Children experience considerable anxiety and distress when separated from their parents for even short periods of time. Many children worry that their parents are dead, hurt, or otherwise permanently gone. Visiting reassures children that they have not been abandoned in substitute care, that their families are alive and well, and that their families still care about them.
- Visits with parents help older children avoid self-blame for placement. Visitation reassures the child that his parent wants him, which can counteract the child's natural tendency to believe that he was abandoned because he was "bad."
- Visits help the family prepare for reunification.
- Continued contact with parents increases the probability that children will return home to their families.
- Observation during visits helps the caseworker identify when reunification may not be possible or when termination of parental rights may be in the child's best interest.

According to Perkins and Ansary (1998), there are several keys to establishing a successful visitation program:

1. Individuals must be properly informed about the benefits of visitation.
2. Regular, written visitation schedules must be established. Written schedules encourage birth parents to adhere to the visitation plan.
3. Birth parents and foster parents should be directly involved in setting up visitation schedules. Involving them and respecting their preferences for visit times and locations demonstrates to parents that they are important members of the team.
4. There must be clear communication about the visitation plan to all interested parties, including birth parents and foster parents.
5. Visitation should occur in a setting that is comfortable for both the children and their parents.
6. The visits must be thoroughly documented.

Under this program, contractors will be responsible for coordinating, transporting, and monitoring visits between birth families and their children, siblings and extended family if the children have been placed in out-of-home care. Contractors will be required to observe and manage all activity and participants for each visitation. All communication related to all activities associated with the visitations will be thoroughly documented by the contractor and provided to the assigned caseworker so that it can be included in the client's record. Data and information related to all visitations will be tracked and reported using the monthly and quarterly grant reporting system. DFS will provide the contractor with a referral form that will be used by the caseworker to request assistance with visitation.

Under this program, it is necessary for contractors to be fully versed in issues surrounding separation and loss. They must also be aware of the implications of separation and placement for children based on their age and their cognitive, social and emotional development. They must also be able to demonstrate proficiency in the following areas:

- Different stages of grieving
- Behavior management techniques
- Communication skills
- Non-violent parenting techniques
- Interpersonal relationship techniques
- Teaching techniques such as role modeling
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills
- Ability and willingness to testify in court proceedings

Although DFS facilities may be used for visitation, once awarded a contract successful bidders will be expected to identify alternative locations for visitation should the DFS visitation rooms be unavailable.

Performance Expectations

The following are the areas which will be used to measure the performance of the contractors.

Child Outcome Expectations

- Safety of the children must be assessed at every contact.
- Children will arrive for visits in a timely manner.
- No new reoccurrence of abuse, neglect or dependency.

Process Expectations

- Each contractor will complete a minimum of 75 visitations each quarter.
- Monthly contact between the service provider and the assigned DFS social worker must occur.

COMPONENT 3: INTACT FAMILIES – CONTACTS

The Division of Family Services has experienced a significant increase in the number of reports of child maltreatment, therefore, caseloads for caseworkers are high. As caseload pressures increase, caseworkers struggle to meet the

minimum requirements of a face to face contact with each child victim at least once per month. The face to face contact is critical in providing an ongoing assessment of safety and well-being for those child victims that do not require foster care, but for whom DFS is providing continuing protective services. Contractors would be responsible for completing face to face contacts with identified DFS clients. These contacts could take place in the family home, school setting or community setting. The contact will be focused on assessing child safety and well-being and will include observation and communicating with all parties. These contacts may include multiple children or family members in one contact or may require multiple contacts to meet with required contacts with children or family members. A referral for contact form will be utilized to request this activity and will be sent from the assigned caseworker to the contractor. All contacts must be thoroughly documented and a format will be provided. All contacts and corresponding documentation will be considered as and included in the client's official DFS record and will be shared promptly with the assigned caseworker. All contacts will be tracked and reported using the monthly and quarterly grant reporting system. Information and observations obtained through these contacts will inform the caseworkers ongoing assessment of the child and family.

Individual contractors providing services to families under this program must be able to demonstrate proficiency in the following areas:

- Communication skills
- Interpersonal relationship techniques
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills
- Ability and willingness to testify in court proceedings

All contact between the provider and the client must be documented. This includes collateral contacts, phone contact, face-to-face contact, and attempted contacts.

Performance Expectations

The following the areas which will be used to measure the performance of the contractors.

Child Outcome Expectations

- Safety of the children must be assessed at every contact.
- Out-of-home placement will be prevented for at least 80% of the families receiving full benefit of services.
- No new reoccurrence of abuse, neglect or dependency.

Process Expectations

- Contractors will conduct a minimum of 100 contacts per quarter
- Regular contact between the service provider and the assigned DFS social worker must occur.

SECTION III

DOCUMENTATION AND CONTRACT MONITORING

Compliance with Division Procedures

Successful bidders agree to comply with applicable policies and procedures of the Division of Family Services and with the policies and standards of the Department of Services for Children, Youth and Their Families.

Records

The successful bidder are expected to secure and protect private youth/family information at all times. Successful bidders will be provided a properly encrypted laptop for work purposes only.

Mandatory Reporting

The successful bidder will comply with the state's law for mandatory reporting of child abuse and/or neglect.

SECTION IV

How to Respond to this RFP

A complete response to this RFP is required for consideration by reviewers. All items to be submitted with the proposal are described in the Proposal Requirements Form which may be found on page 8 of this RFP.

Professional service areas to be contracted as a result of this RFP

- New Castle County – One Family Service Specialist Contractor
- Kent County - One Family Service Specialist Contractor
- Sussex County – One Family Service Specialist Contractor

Total Compensation will be \$60,000 per 12-month period. All bidders must propose a Safe Harbor fee. A Safe Harbor fee is intended to demonstrate the bidder acknowledges and accepts any legal requirements to purchase health insurance will be paid for by the successful bidder. The fee may be any amount from \$.01 and up. The frequency the fee is billed may be once a year or more. A final ACA Safe Harbor fee will also be negotiated at the same time as final compensation, but will not be in addition to the amount above. Independent contractors are responsible for payment of any and all federal, state or local taxes that may apply. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

A Delaware Business License is required of each independent contractor at the time of contract execution, but not at time of proposal. Successful bidders must obtain and maintain a Delaware business license for the period of the contract. The contractor is NOT a State of Delaware employee, but rather an independent contracted provider.

A Valid Driver's License and reliable transportation are required for each independent contractor for the term of the contract. If approved by Fleet Services successful bidders may use State vehicles to complete family visitations and appropriate car seats will be provided when needed. State of Delaware's Fleet Services must approve all operators of state vehicles prior to using the state vehicles. For client contacts and other community activities the successful bidders will be required to use their own vehicle to travel from place to place. Successful bidders must ensure that they have a valid driver's license, current vehicle registration, and proper auto insurance. Successful bidders may not transport clients in their own vehicle. For three (3) years prior to transporting DFS clients, bidders must not have a D.U.I. conviction or license revocation for D.U.I.; or must not have three (3) moving violations on his/her driving record.

It is estimated that the contractor will likely require approximately 37.5 hours per week (not including break time) to complete the expected tasks of the position. Each contractor will be compensated per service hour within the allowable maximum hours for the year as stated in the contract. Successful bidders must have the ability to provide services to families during the normal workday as well as in the evenings and on weekends.

FOR ANY FORMER OR CURRENT STATE EMPLOYEE WHO IS INTERESTED IN COMPETING FOR THESE CONTRACTS:

To insure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP, also contact Deborah Weaver, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Weaver will assist such individuals in reviewing their situation, determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. Where such a letter is indicated, it must be submitted for consideration by the Commission at its regularly scheduled monthly meeting.

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employee's Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware

Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>

Criminal Background Check:

Pursuant to 31 Del.C. Section 309, bidders **awarded** a contract resulting from this RFP are required to pass a criminal background check (state and federal). In addition, all bidders awarded a contract will be required to obtain certification from DSCYF as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse. DSCYF will facilitate this process once contracts are awarded although the cost will be the responsibility of the successful bidders. DSCYF will assess the background information and make a determination of suitability based on the type of offenses, recency, record since the offenses, and responsibilities of the bidder.

Commercial Liability Insurance:

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

During the term of any resulting contract, the successful bidder will, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful bidder must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of DSCYF clients or staff, the successful bidder shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Automotive Property Damage (to others)	\$25,000

The bidder shall provide a Certificate of Insurance (COI) as proof that the bidder has the required insurance. The COI shall be provided prior to DSCYF prior to any work being completed by the awarded bidders(s).

The Department of Services for Children, Youth & Their Families shall be named as an additional insured.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

Proposal Requirements
Required Form for Response to DSCYF RFP #CYF 17-01

Please answer the questions below: A separate page(s) may be attached to address the bidder's response to each question below. **A response to every question is required to complete the proposal as is the attachment of a resume or vita and a cover letter.**

Please ensure that the bidder's name, RFP number (CYF#17-01) are at the top of each page attached. Number the responses in accordance with the numbered questions below.

1. **List previous work which you believe qualifies you to perform the work** of the contract for which you are bidding.
2. **List any knowledge and training that is relevant to the work** of this contract as described in this RFP.
3. **List any experience and expertise that is relevant to the work** of this contract as described in this RFP.
4. **List any educational degrees, professional credentials and/or licenses** that relate to the service for which you are bidding.
5. **Provide references regarding professional services:** Provide the names and contact information for three (3) sources who may be contacted by DSCYF/DFS for a reference who can attest to your ability to perform the work of the contract which you are competing.
6. **Include the following documents:**
 - a. **Copy of Resume or vita** outlining your education/experience as part of the proposal.
 - b. **Copy of Valid Driver's license** and include a statement that dependable transportation is available for work purposes to the bidder.
7. **Provide signed forms identified below and appearing in Attachment B** and include them as part of the complete Independent Contractor proposal.
 - a. Bidder Fact Sheet (available online with this RFP in MS Word format)
 - b. Assurances
 - c. Certification, Representation, and Acknowledgements
 - d. Employing Delawareans Report
8. **Propose an ACA Safe Harbor** fee and the frequency it will be invoiced (e.g. hourly, per employee, quarterly, etc.)

Failure to complete these requirements will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

ATTACHMENT A to the DFS VOCA RFP
Proposal Evaluation Criteria with Weight

Family Support Specialist Review Criteria (100% max points)

- Possession of a Bachelor's degree in a human service field [**Mandatory**]
- Copy of valid driver's license and statement of dependable transportation [**Mandatory**]
- Operational Cellphone [**Mandatory**]
- Training, knowledge or understanding in observing and interpreting family dynamics and behavior patterns [20%]
- Training, knowledge or understanding in coordinating and collaborating across child serving systems, including ability to foster positive relationships with staff as well as families receiving service [20%]
- Training, knowledge or understanding in child development (normal growth and development of young children, including developmental milestones, atypical behavior in young children) [20%]
- Demonstration of cultural competence [10%]
- Proposal reflects excellent communication skills [10%]
- Experience/reputation of bidder with DSCYF or other state agencies [10%]
- Preference for quick start-up within 30 days post contract award [5%]
- ACA Safe Harbor fee including frequency of invoicing [5%]

SPECIAL NOTE: *Additionally, feedback from references will also be considered as the panel makes recommendations for contract awards.*

ATTACHMENT B:

REQUIRED BIDDER'S FORMS
AND INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder organization.

I. FORMAT

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using size 12 Times New Roman font. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binders, color graphics and extensive attachments are unnecessary. Double-side copying is strongly encouraged.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposals. The successful bidder must be in compliance with all licensing requirements of the State of Delaware if applicable.

Bidders may be called, only at the discretion of the State of Delaware, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions shall be submitted as instructed on page 2 of this RFP. RFP updates and answers to substantive content questions will be posted on the State's solicitation portal at www.bids.delaware.gov. Please check for updates regularly.

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum number of points as stated above for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for award or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time. The Department reserves the right to award with more than one bidder.

All proposals shall be evaluated using the same criteria and scoring process. The criteria stated previously in the RFP shall be used by the proposal review committee to review proposals. Bidders may be scheduled to make oral presentations in support of their written proposals. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support. Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format or content.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest costs
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP (unless renegotiated in the contract) within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XVII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XVIII. INSURANCE

- As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract all required commercial liability insurance with a carrier satisfactory to the State.
- Forty-five (45) days written notice of cancellation or material change of any policies is required.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful bidder shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and bidder Proposal. No other documents shall be considered. These documents contain the entire agreement between the parties.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

XXIV. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Each successful bidder agrees that any individual or group of temporary staff person(s) provided to the Department pursuant to the resulting Contract(s) shall remain the employee(s) of successful bidder(s) for all purposes including any required compliance with the Affordable Care Act by the successful bidder(s). successful bidder(s) agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the Department pursuant to this Contract must be provided any benefits, including any healthcare benefits by the Department and successful bidder(s) agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the Department is a dual employer or the sole employer of any individual temporary staff person(s) provided to the Department pursuant to this Contract, successful bidder(s) agrees to hold harmless, indemnify, and defend the Department to the maximum extent of any liability to the Department arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the Department subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Contract, the aforementioned obligations to hold harmless, indemnify, and defend the Department shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the successful bidder(s)'s obligation to hold harmless, indemnify, and defend the Department for any liability that arises out of compliance with the ACA prior to the date of hire by the Department. Successful bidder will waive any separation fee provided an employee works for both the successful bidder and Department, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the Department. Notice can be issued at second month if it is the Department's intention to hire.

BIDDER FACT SHEET
PLEASE COMPLETE AND PLACE AS TOP PAGE OF EACH PROPOSAL

RFP Title: CYF 17-01 Family Service Specialist

- Geographic Preference (circle 1st choice): New Castle County Kent County Sussex County

BIDDER INFORMATION	
Bidder Name:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office Address:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Contact Person:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office Phone #:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Cell Number:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
E-mail Address:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

Bidder Tax ID#: _____ Delaware Business License#: _____
(Not required to bid)

A Delaware Business License and Commercial Liability Insurance is not required to bid, but is required before the time of award/contract signing. This Delaware Business License requirement is waived for non-profit agencies with proper IRS documentation.

PLEASE SIGN AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any applicant or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidding contractors certify that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They have included in their quotation all costs necessary for or incidental to their total performance under contract
- Within the past five (5) years neither your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has been the subject of a Federal, State, or Local government suspension or debarment

The following conditions are understood and agreed to:

- No charges, other than those shown in the proposal, are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL

EMPLOYING DELAWAREANS REPORT

RFP No. CYF 16-08

RFP Title: Early Childhood Mental Health Consultant

Bidder Name:	
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As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of the following. **For this bid include yourself in numbers below.**

1.	Number of employees reasonably anticipated to be employed on the project:	
2.	Number of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees employed by the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.